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DEFINITIONS eMerchantis includes the shapon, the recover, the consigner, the consigner, the obtain the obtain of the Signal Lednig, the owner of the cargo and any person enabled to the possession of the cargo, and any one acting on behalf of any such person(s). «Camers is though Askoliners AS of Oslo, Norway (Enterprise No \$3399655).

PARAMOUNT CLAUSE

- A) The nien centained in the International Convention for the Unification of Contain Rules intelling to Bids of Lading, signed in Brussels on 25th August 1924 (hierarchiafter the Hogun Ruless) as enacted in the country of singment shall apply but to control. When no such enacteding is from a the country of singment, the corresponding legislation of the country of segment, the corresponding legislation of the country of segment shall apply, but in respect of shipment to which no such enactments are compulsarily applicable. The terms of the said convention shall apply
- B) In tarkis where the Hapus Rules as amended by the Protocal signed in Brussels on 23rd Pebruary 1998 (Reconsister the effective Visity Rules) apply conhorisonly, the provisions of the respective legislation shall be considered insponsable in risk 98 and 1,644ing. The Camer Lakes all reservations cossible under such applicable legislation, reliainly to the penied petro's leading and after discharging and writer from goods are in charge of another carter, and to decribe rays.
- D) Natwithstehting any language to dis contrary in this 2xl of Lading, if goods are shaped to or from the United States, this Biff of Lading shall have effect subject only to the provisions of the United States, Campage of Goods by Sea Act, approved Avail 16, 1938 (intervention that the PUS COGSA+), which shall subersede all other acts, statutes, conventions and treates and which shall allone, be depend unconcreted insert.
- Nonethroander, any language to the contrary in this Bit of Lading. If goods are shipped to or form Canada, this Bit of Luding shall have offeet subject only to the provisions of the Consea Manne Labibly Act, 2001 Presentables the «Canada Manne Labibly Act), which shall superside all supersides the acts, sisfattes, conventions and treates and which shall, alone, be deamed incorporated herein.

JURISDICTION AND GOVERNING LAM. Any diam or dispute assing under or a tomection with this Bill of Lading (whether a contract, for or shownes) shall be referred to and decided by Oslo City Court, Norway, and, if any apposit are taken, by the populate courts of Norway and shall be governed by Norwegian law, except as provided diseason in the Sall of Lading.

- PERIOD OF RESPONSIBILITY. The Carrier or its agent shall not be abbe for insaled, damage to or delay of
 the goods during the period before leading and after discharge from the vessel, howsoever, or in whatsoever
 manner ruck loss, comage or delay index.
- 5 INDIRECT DAMAGE, DELAY AND MISDELIVERY, TIME BAR.
 - A) The Carrier shall at no circumstances be responsible for indirect or consequential loss or damage caused through misdelivery, delay or physical loss of or damage to the goods.
 - 8) Any claim for delivery of the goods to the wrong person, shell be subject to a time limitation of one year from the date of delivery.
- THE SCOTE OF VOYACE. The intended veyage shall not be limited to the direct route but shall be dearned to include any processing or relationing to or discipang or slowing down at or off, any parts or places for any reasonable neutron processing or international processing and processing of the vessel and/or liviness, which, training or replacement of any members of the crev.
- SUBSTITUTION AND THANSHIPMENT
 - A) The Carner shall be onliked but not oblight to substitute any vision or other mains of transport and to substitution on any terms which are reasonable in the commissionate the whole or any part of the carning a 4-df the court visionation by the Carner is reasonable to the goods.
 - B) If the Certer substitutes another vessel or means of transport for the goods, the Carner's responsibility of the trail length of the part of the transport conformed in its own vessel and the Carner shall not be label to respect of their rensport even it all fargit has been collected by it.
 - The Carriego by any transatisticing of forwarding Carrier and all transatisfement or forwarding shall be subject to the terms of the regular form of the Bill of Lading. Freight Note or other Contract or Stream goods are continued to the time by such transatisticing in ferenating. Contract, whether issued to the goods on not, and should insufficient carrier may be less favourable to the Merchant than the posts of the Stream of the design of the time of the such or the stream of the such carrier and the such carrier than the contractions of the such carrier than the contractions of the such carrier than the carrier than the contraction of the such carrier than the carrier tha
 - (1) y 8 by road, in accordance with the Convention on the International Carrage of Goods by Apart (CSR), dated May 19, 1955.
 - 2) If by risk, in accordance with the Convention concerning International Carnage by Rail COOTER, dated May 9 1980, and Comer's responsibility shall be conlingent upon it be proved that loss of or change to the poods were caused through the negligent acts or carnata only in Carner or any of its servants.
 - D) With restrict to everlend trensporterors in the USA, the terms and conditions of the Uniform LC.C. Be of Learns, whose applicables, shall also apply register with the underlying Camer's tariff, which shall be described to the incorporated horizon as it set from all clienty. The leaking of the Camer's fair losses occurring keining land transport shall under no prountsences be greater than that of such underlying camers.
- 8. OPTIONAL STOWAGE UNITIZATION

A) Goods may be stowed by the Carner as and when received

- 9) Any containers, whather stowed by the Camerior received by it cit a stowed condition from the Marchant, may be camed on or under deck visiout notice to the Marchant.
- LIABILITY FOR DECK CARGO. Deck cargo shift be carried subject to all permissible exceptions under the Hague Rules, the Hague - Vistry Rules, US COGSA andror Cenada Manne Liability Act as may be applicable order Clause.
- 10. NOTICE OF LOSS OR DAMAGE LIMITATION OF ACTIONS. Unless halve of less or damage and the general mature of such role or damage for given in whome on the Center or no accent at the port of discharge (or place of delivers as applicable) before or at the same of the removal of the general collections and the custody of the person entitled to delivers thereof under the contract of cannage, sur-monaged shall be primarilated evolutions of the delivers of the good as a destroted in this Bit or Likering. If the loss or damage is not apparent, the notice thirst be given within fitned caps of the Gowen.

Notice of any load or distincts shall be addressed to Camer's local agent at port of discharge and to Camer's gareria I Stagents. Plough Autoiners Ind., SOOTI, Broadway, Jantonic New York 11753, U.S.A., Fax No. (+) 1616-002-050-050.

 Un T LIMITATION OF PRESPONSIBILITY. One venide shall be considered one freight unit. If goods are shapped in a container, south concerns around no completed one or just to the part.

Neither the Earner nor the sho shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding \$.500 textur money of the United States of America per package (unit), or in case of points on an shaped in packages one (usamary freight unit, or the equivalent of that down in other currency, unless the nature and value of such goods have been declared by the School before shapened and asserted in the Brit of Lading. This discardance, if embodied in the Bill of Lading, shall be priced lading expenditions, but around not be concurred on the Cart.

By agreement between the Carrier, Master or agent of the Carrier and the shipper another maximum amount than that manifolds in the proceeding paragraph may be leved, RROMIDED, that such maximum shall not be less than the figure above named fin to event shall the Carrier to Label for more than the amount of damage schalarly sustained. Notifier the Carrier for the ship shall be inspectable in any event time to task or damage to or in connection with the transportation of the spread of the nature or value thereof has been knowingly and froudulently insistaled by the shipper in the Stat of Labori.

12 MABILITY OF SERVANTS, AGENTS AND SUB-CONTRACTORS OF THE CAPRIER

It is hereby explossin agreed that no servaint agent or sub-contractor of the Carner, shall in any cocumisations which serves to sunder any fabrity whatsower to the Memnat vinder the contract of carnings evidenced by the BP of Loding for any loss, deninger or protect of whatsower kinds analog or residing directly or indicately from any aid, neglect or distance on his or their part visus acting in the course of or in coherction with their time residentificial.

The Merchant undertakes that no claim shall colmade against one servent, agent or sub-confractor of the Camer and if any claim chould nevertheless be made, to indigned the Conter against all consequences thereof.

15 HIMALAYA CILANSE I DERBYOROZIANE SIMPES OF ERBYSTAFOR THE CARRIER, SERVANTS, AGENTS AND SUB-COMPACTORS OF THE CARRIER.

Without previded to the generality of the tenegating primaterial reverse executions sentences in the teneforce are sentenced and every extraction to the teneforce and manufacture would be well-assessed teneforce and manufacture would be expressed to the Carter or to which the Carter or the entities would not be undertake and when the district of the Carter at the sentence and the carter and the teneforce and the carter and

For the purpose of the foregoing provision of this clause the Council so it shall be decimed to be acting as agent or insiste on broad or and for the benefit in all persons who are or might be his servants, agents or sub-contractors from time to firms and all suph persons when the time extent be on percent or be parses to the contract evidence by the Eul of Losing.

The terms regords, services and ksub-contractors shall include independent agents, servicins and sub-contractors and shall include agents, servicins and sub-contractors and shall include agents, servicins and sub-contractors on played both directly and indendity by the Comman shall be dead as an include the agent, servicins or sub-contractors in its feroids approximation and shall be admitted to the contraction of the contraction and the contraction and the contraction and contraction agents. All safety and the contraction are contracted managers, and and the contraction are contracted managers, and and the contraction are contracted managers.

Lading shall be regarded as sub-confections of the Comman.

GOVERNMENT DIRECTIONS, WAR EPIDEMICS, ICE, STRIKES, 210

- A) The Master and the Carrier shall have steerly to comply with any circle or directions or recommendations in connection with the transport under this confect given by day Government in Authority, or anytopy acting or purporting to act on obtain 5 south Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or divections or recommendations.
- B) Should it appear that the performance of the transport would expose the vessel or any spaces or locard to the risk of secure or damage or delay, resulting from war, was five operations, bloosted note, our commonwes of princy, or any person or operator is no risk of teach of the or descore or that any such risk has increased, the Master may discharge the cargo at port of loading or thy other safe and convenient port.
- C) Should it appear that spidemids, quarantine, itse, labour foodbles, labour distinctions, sinking, took outs, any of which proposed or on shore, or difficulties an loading or distinctions on prevent the viscel from identifying the or filtraining or reaching or returning the part of cluschadge or them dischadging in the usual interior and leaving again, all of visits, said, without calls, the Winster and distinction of any other saids and conversable of the part of leading or any other saids and conversable of the part of leading or any other saids and conversable.
- D) The discharge under the provisions of this citizes of inty oxigo for which a file of Ladinn http ones, issued shall be deemed due fulliment of the contract. If in connection with the exercise of any interviouslit of the clause any extrine appendix as in current they shall be part by the Morthant in addition, the the fields, together with return freight if any and a reasonable componishing for any exite senses rendered to the goods.
- If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the leading port or must undergo repairs the Contest may cancel the contract before the Bill of Lading is Issued.
- The Merchant shall be informed if possible.
- (9) If at any time upon or after the commencement of the voyage, in the sote opinion of the Master and/or Carrier, it is impracticable, impossible, vinsate and/or dangerous for the vessel, for otherwise and crew and/or capo to call at point(s) of discharge strength the Source or Panams candots! or Source of Normuz due to obsure or threatened discuss to analysis not very visualized years company facility and religious control over the area of the canadistrate, the Carrier shall not be based to proceed surface on the voyage by any other moster(a) available to navigation and shall be contained in any of the zerore cases at its sole discretion to act according to the principles last down in (9) above.

If the vessel is being trapped in the Sukol/Pangma canal(s) or in the Arabian Gulf due to the discussion of the Strait of formut or in any other navigable water in connection with the average end with trapping lasts for 10 days or more from the moreant the vessel is being target, if the veryage shall be regarded as frustrated and the cargo to be deemed to have been placed under the Nechbards custody and the Carrier/Vessel to be under no further responsibility whetserver for the cargo. It is no expected to the vessel to discharge the cargo at the nearest available port according to the principles aid down in (3) above.

- 15. LOADING DISCHARGING AND STORING. Loading discharging and delivery of the carpo chall be arranged by the Carrier's agent, unless otherwise agreed. Storing and delivery shall be for the Merchant's assert. Leading and discharging may continence without previous notice. The Merchant are no Assign shall assert the second of the carrier than the vessel is racely of load and a salar at the vessel carrier cover and in but only of the part of the p
- LIGHTERAGE. Any lightering in or off ports of leading or ports of describing to be set the vices of the Merchant.
- FREIGHT AND CHARGES
 - A) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon looging and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred limitered of 10 per cent, shall not from the date when freight and charges are due.
 - The Merchant shall be liable for expenses of furnigation and or gathering and sorting roose dargo and of weighing onboard and expenses incurred in repairing damage to and replacing of become divinity in expected causes and for all expenses caused by extra handling of this cargo for the advertishment reasons.
 - C) Any dues, duties, taxes and charges which under any denomination may be levied an any basic such as amount of freight, weight of cargo or normage of the vessel shall be point by the Merchant if hand by the Camer, any such charge shall be refunded by the Kernhart.
 - D) The Merchant shall be keble for all fines and/or losses which the Camer, vessel or cated may your through non-observance of Custom House and/or import or export regulations
 - E) The Carrier is entitled in case of incorrect declaration of content, weights, measurements or velius of the goods to claim double the amount of freight which would have been due it such codarston had been correctly given. For the purpose of associationing the count facts, the Chemic reserves in the gript to obtain from the Merchant the original invoice and to have the contents inspected and the weight measurement or value verified.
 - F) Full freight shall be baid on damaged or unsound goods
 - Goods once shipped cannot be taken back except upon Camer's consent and payment of full (respondence).
- f) if the currency in which freight and charges are quoted is devalued between the date of 'neight' agreement and the date of actual payment, then the amount payable shall be increased in prophetics.
- 13 LIEN. The Camer shall have a lion on this goods for any amount due under this control, and cost of recovering same and shall be entitled to set this goods envately or by outside to construct any claims. The Camer's ten shall continue notwenstanding delivery of the goods.
- 19. GENERAL AVERACE. General Average shall be settled according to York. Anthresp Ruiss of 1894 and do adjusted at any port or place by one or more General Average adjusted; in the Camer's choice. The Mechant shall continuous and/or receive contributions in General Average to all goods shaped under the Bit of Lading The Berchard shall be actionably totate in respect of continuous extincts or pure excepts over of other security has been demanded. Such security and except over a receive some of other security has been demanded. Such security indicates and early salvage and special crarges thereon shall, if required, be submitted to the Camer paid to delivery of the goods.
- 0. GENERAL AVERAGE BELGIUM'S COMMERCIAL CODE. The Merchant by accepting this Bill or Lading extressful waives, and scrowness Part III Article 10% of the Belgium Commercial Code and agrees that damage to and expenses and sacrifices incurred by the resect even if caused by the inherent vice or undeavorthiness of the vester, or by fail or registed of the Machon or Crew, shall be considered as matters of General Average and shell be considered to by Marchant accordingly.
- 21 NEW JASON CLAUSE AND BOTH TO BLAME COLLISION CLAUSE.
 New Jason Clause and Both to Blame Collision Clause as adopted by the Batic and International Machine Conference are hereby incorporated herein and shalf remain in wiferd even if unstatorization in the conference are hereby.
- FIRE. Neither the Camer nor its terminal oper usor, stevedore, across the apent, shall be kepted to extend for make good any loss or damage to goods induming at any time and even though before leading it for stringlending from the vested, by reason or by ments of any fire whatspower, which a subtrice shall be required by their personal dasjon or neglect.
- 23 The terms of this Bill of Loding shall be separah to be held to be invalid or unanforceable, such his provision of part thereof a his Bill of Loding to the second of the second or the second of t